

**IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.**

The party obtaining this order is responsible for
noticing it pursuant to Local Rule 9022-1.

Dated: November 24, 2010



TIFFANY & BOSCO
P.A.

2525 EAST CAMELBACK ROAD

SUITE 300

PHOENIX, ARIZONA 85016

TELEPHONE: (602) 255-6000

FACSIMILE: (602) 255-0192

Randolph J. Haines

**RANDOLPH J. HAINES
U.S. Bankruptcy Judge**

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

10-30854

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF ARIZONA

IN RE:

Maria Yu Eveland
Debtor.

Wells Fargo Bank N.A. successor by merger to
Wells Fargo Home Mortgage, Inc.

Movant,

vs.

Maria Yu Eveland, Debtor, Lothar Goernitz,
Trustee.

Respondents.

No. 2:10-BK-34030-RJH

Chapter 7

ORDER

(Related to Docket #8)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated February 20, 2006 and recorded in the office of the
3 Maricopa County Recorder wherein Wells Fargo Bank N.A. successor by merger to Wells Fargo Home
4 Mortgage, Inc. is the current beneficiary and Maria Yu Eveland has an interest in, further described as:

5 THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN MARICOPA
6 COUNTY, ARIZONA:

7 LOT 76 AND 77 HARVEY HOMESITES, ACCORDING TO BOOK 47 OF MAPS,
8 PAGE 20, RECORDS OF MARICOPA COUNTY, ARIZONA. EXCEPT THE EAST 50
9 FEET OF LOT 76;.

10 FOR INFORMATIONAL PURPOSES ONLY: THE APN IS SHOWN BY THE COUNTY
11 ASSESSOR AS 1315-51-074 7; SOURCE OF TITLE IS DOCUMENT NO. 950112917
12 (RECORDED 03/01/95)

13 IT IS FURTHER ORDERED that Movant may contact the Debtor by telephone or written
14 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
15 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
16 with Debtor. However, Movant may not enforce, or threaten to enforce, any personal liability against
17 Debtor if Debtors personal liability is discharged in this bankruptcy case.

18 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
19 to which the Debtor may convert.
20
21
22
23
24
25
26